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7-20-1969

Food Fair Stores, Inc. and Retail Store Employees Union Local 692

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Food Fair Stores, Inc. and Retail Store Employees Union Local 692

Location

Baltimore, MD

Effective Date

7-20-1969

Expiration Date

July 1971

Number of Workers

2500

Employer

Food Fair Stores, Inc.

Union

Retail Store Employees Union

Union Local

692

NAICS

44

Sector

P

Item ID

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1969-1971

SUMMARY OF THE AGREEMENT

Between

RETAIL STORE EMPLOYEES UNION LOCAL 692, AFL-CIO

and

ACME

CO-OP

FOOD FAIR

A & P

GIANT

PENN FRUIT

COLONIAL

GRAND UNION

SAFEWAY

This is a Summary of the Contract between your Union and your Employer.
If you desire a copy of the actual Contract make a written request to
the Local's Office, 305 W. Monument St., Baltimore, Md. 21201.

SECTION 2. RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all of its employees (other than store managers, meat department, and supervisory employees), coming under the Jurisdiction of the Retail Store Employees Union, Local 692, in the stores in the areas set forth in Exhibit B, attached hereto and made a part hereof.

B. All work and services connected with, or incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's retail establishments covered by this Agreement, shall be performed only by employees of the Employer within the unit referred to above for which the Union is recognized as the collective bargaining agency by the Employer.

1. This Agreement shall not be construed as restricting a sales representative from inspecting any and all merchandise of his respective company for spoilage or replacement, nor shall it apply to initial special displays unless they have a tendency to become constant or too often.

nection with such movement the Employer may take into consideration as to each employee involved his ability to perform the work.

E. Employees having more than one (1) year's seniority on either the night or day shift shall have the right to request a transfer to or from the night or day shift on an individual store basis.

F. Employees on leave of absence, sick leave, or maternity leave shall retain their former standing on all seniority lists.

H. Part time employees who desire to obtain full time work shall request same, in writing, to Company Personnel Office and the Union. When full time openings occur, preference shall be given to the part time employee in the order of the date the request was received at the Personnel Office.

I. Part time employees shall receive credit toward full time service based on a conversion ratio of two thousand eighty (2080) part time hours equal one (1) year of full time work for wage rates only.

J. Employer has the right to discharge any employee for good cause, including, but not limited to, dishonesty, intoxication during working hours, provided, however, that no employee shall be discharged or discriminated against because of membership in the Union or for Union activities.

SECTION 3. UNION SECURITY

A. All employees shall, as a condition of employment, become and remain members of the Union on and after the thirty-first (31st) day following the date of employment, or on and after the thirty-first (31st) day following the effective date of this Agreement, whichever is the later.

B. Upon failure of any employee to become or remain a member of the Union within the period and under the conditions specified in Paragraph A above, the Union shall notify the Employer, in writing, of such failure and the Employer shall immediately, upon receipt of such notice, but not more than (7) days thereafter, discharge any such employees, as provided in the Labor Management Relations Act of 1947 as amended.

E. It is further understood that all newly hired employees shall be on probation for the first thirty (30) days of employment and may be discharged by the Employer, giving Union no cause of dismissal within this period.

F. All previous supermarket experience in the same type of work of any newly hired employee within the preceding three (3) years, proven by verification or ability, shall be recognized for the sole purpose of establishing the pay scale to which the employee is entitled, only that portion of experience which actually falls within the three (3) year period shall be recognized. The Employer, employee and the Union will make every effort to verify all previous experience claimed on the employee's application for employment. If, however, complete information cannot be obtained within the first three (3) months of employment, the pay scale shall be determined by the Employer on the basis of whatever verification of experience has become available and the employee's ability. The Employer agrees to notify the Union no later than sixty (60) days after employment if complete verification of experience has not been obtained. Employees terminated prior to verification of previous experience to receive starting rate.

SECTION 4. SENIORITY

A. Seniority for the purpose of this contract shall be calculated by continuous service from the last date of employment (except as otherwise provided). Seniority list for all full time employees and a separate list for all part time employees shall be set up by the Employer and shall be furnished to the Union upon request. Seniority areas governing this Agreement are outlined in Exhibit "C," attached hereto and made a part hereof. Seniority shall prevail in the following instances in the manner as listed hereafter.

B. The Employer agrees to give a week's notice or a week's pay in lieu of a week's notice to full time employees with six (6) months service and three (3) days' notice or three (3) days' pay to part time employees with twelve (12) months service who are laid off due to lack of work. All employees likewise shall give a week's notice prior to intended resignation. It is mutually agreed that after termination notice has been given by either party, no new request for sick benefits shall be granted.

C. Employees laid off due to the store closing or reduction of employment shall be laid off by order of the most recent hired and shall be rehired in the reverse order of the layoff, with due consideration given job classification. Employees laid off and subsequently recalled within six (6) months will retain former seniority. Employer agrees to go beyond the seniority areas in the case of full time layoffs in distressed areas. However, Employer will decide what store to transfer the employee to. There shall be no bumping by seniority.

1. Full time employees to be laid off shall have option of part time employment, and shall be placed at the top of the part time seniority list, or may take a complete layoff. They shall have right of recall on any full time opening, provided they can do the work. Full time employees reduced from full time to part time through no fault of their own will retain Blue Cross and Blue Shield coverage for a period of six (6) months. The Employer will pay the monthly composite rate as certified by the Trustees to the "Fund" for this coverage.

2. The Employer shall combine existing part time assignments on a seniority basis, unless such hours duplicate each other, providing the employee can do the work, so as to provide the maximum part time employment per individual within the definition of part time employment, and further to create as many full time positions as possible.

D. The Employer recognizes the principle of seniority as being one in which the movement of an employee from one job to another or from one location to another through promotion, demotion, layoff, recall after layoff, or permanent transfer, shall be governed by the length of service of the employee, and in con-

SECTION 6. HOURS AND OVERTIME

A. The guaranteed basic work week for all full time employees shall be forty (40) hours per week, consisting of five (5) eight (8) hour days.

1. All time worked by any employee in excess of eight (8) hours in one (1) day, five (5) days in one (1) week, or forty (40) hours in one (1) week or in excess of thirty-two (32) hours in any week in which one (1) of the specified holidays falls shall be deemed overtime and paid for at the overtime rate of time and one-half (1½) of the employee's regular rate of pay, except as may be provided in Section 8-B.

2. Full time employees shall be paid at the overtime rate for all hours worked after 6:00 P.M. except two (2) nights per week.

3. All time worked before 6:00 A.M. or after 11:00 P.M. shall be paid for at the overtime rate except for those employees on the night shift.

4. There shall be no split shifts.

5. The regular day's work for all full time employees shall be worked within nine (9) consecutive hours and all employees shall receive one (1) hour off for lunch at approximately the middle of the working day, except that any employee may receive only one-half (½) hour meal period when he works within eight and one-half (8½) consecutive hours, provided it is mutually agreed upon. The meal period shall not begin before three (3) hours work, nor later than five (5) hours of work.

Part time employees who work 6 hours or more in a week day, shall be granted a meal period without pay of at least one ½ hour, if requested by the employee.

6. On days where overtime is worked, if the second meal period is taken, it shall consist of one-half (½) hour's duration only. The taking of the second meal period will be only by mutual consent of employee and Employer.

7. Any employee required to work his meal period shall receive pay for that period of time at the overtime rate of time and one-half (1½) the regular rate of pay.

8. All full time employees reporting for work at their scheduled time shall be guaranteed a full day's work of eight (8) hours with pay. In the event such an employee is called to work on his predesignated day off, he shall be guaranteed a minimum of four (4) hours' pay at the overtime rate of time and one-half (1½).

9. Part time employees who report to work pursuant to instructions and are not given work shall be paid for four (4) hours, if available, but in no event for less than three (3) hours.

10. The Employer may establish as many shifts as necessary and the starting time of such shifts shall be optional with the Employer.

11. Overtime shall be worked at the designation of the Employer. The overtime pay shall be computed on a daily or weekly basis but not for both. In the working of overtime, consideration shall be given to the ability and practicability of the employee involved to perform assigned work.

B. 1. A night crew employee is one who is scheduled for work on a night crew two (2) or more nights in any one (1) week. No employee shall be required to work a day and night shift in the same work week.

2. Any employee working on the night crew two (2) or more nights during the week shall receive the night premium for all hours worked during the entire week.

a. Any time worked by a member of a night crew prior to store closing, or after 9:00 A.M., shall be paid at time and one-half (1½) of the employee's regular rate of pay, which shall be in addition to his night premium.

3. Each employee working on the night shift shall receive an additional twenty (20¢) cents per hour, which shall be over and above the regular rate of pay for the same or similar day job. Effective July 19, 1970, 22½¢ per hour.

4. One person will be designated as the man in charge of the night crew for the entire store, which includes Grocery, Produce and Meat Departments.

a. The man in charge of night crew will receive, in addition to his night premium, an additional eight dollars and fifty cents (\$8.50) per week.

5. Any regular member of the night crew will receive his basic weekly wage plus his night premium in the computation of his overtime, vacation or holiday pay.

6. The meal period for night crew members shall be one-half (½) hour duration only.

7. A night crew may work four (4) ten (10) hour shifts at straight time by mutual agreement.

8. Part time employees may be assigned to work on the night shift provided however, they be scheduled for a full shift of not less than 8 hours.

C. The Employer shall post weekly in each department and/or store a working schedule of all employees covered by this Agreement showing their daily hours of work and their pre-designated day off. This notice shall be posted by the Saturday preceding each work week. The Employer shall give all full time employees seven (7) calendar days' notice of any change in their pre-designated day off, except in case of emergency beyond the Company's control. Employees required to work on their pre-designated day off without receiving due notice as above provided shall be paid at the rate of time and one-half (1½) their straight time rate of pay for work performed on such day.

D. All employees will be given a ten (10) minute rest period approximately in the middle of each four (4) hour shift.

E. The Employer may schedule certain employees (30) minutes after store closing without overtime or being counted as a night worked. This shall mean the scheduled thirty (30) minutes will be included in the eight (8) hour day.

F. Employees shall be at their work stations ready for work at their scheduled starting time, otherwise they are reporting late.

G. A part-time employee is one who works twenty-nine (29) hours or less per week, except during the period of June 15th to September 15th, when a part time employee may work up to thirty-five (35) hours per week at the part time rate of pay.

1. When a part time employee exceeds the hours as specified in Paragraph G above, he shall be paid at the appropriate full time hourly rate of pay for all hours worked that week.

SECTION 7. VACATIONS

A. Full time employees with one or more years of continuous service shall be granted vacations as follows:

Annual Vacation

Pro Rata Vacation on Termination

One (1) week uninterrupted after one (1) year

1/12 week for each additional month

Two (2) weeks uninterrupted after three (3) years

2/12 week for each additional month

Three (3) weeks after eight (8) years

3/12 week for each additional month

Four (4) weeks after seventeen (17) years.

4/12 week for each additional month

Effective Jan. 1, 1970

4/12 week for each additional month

Four (4) weeks after 15 years

5/12 week for each additional month

Five (5) weeks after twenty-five (25) years

B. Employees discharged for drinking on the job shall not be entitled to pro rata vacation pay. Employees discharged for acknowledged or proven dishonesty shall not be entitled to any vacation pay.

C. An employee who has earned (3) or more weeks of vacation is entitled to at least two (2) weeks uninterrupted, with the remaining period to be taken at a time convenient to both the Employer and the employee.

D. Employees must work forty-one (41) weeks during the vacation year to qualify.

E. Vacation time shall be computed from date of employment or anniversary of vacation eligibility date, and shall be taken at a time convenient to both the employee and the Employer, and shall be paid at the rate of pay in effect at the time the vacation is taken. Leave of absence for any reason shall not be considered as time worked, but if the leave exceeds eleven (11) weeks within the vacation year, the vacation anniversary date shall be adjusted by the length of time of absence. The adjusted date shall be used for future vacations unless further changed by other leaves of absence.

F. When a holiday designated in Section 8-A occurs during the full time employee's vacation, the employee shall be entitled to an extra day's vacation or cash in lieu thereof, based on straight time pay for an eight (8) hour work day.

G. Seniority of employees shall be a governing factor in selection of vacation dates. The vacation schedule of an employee cannot be changed, except by mutual agreement, when it is less than thirty (30) days to the date the employee has selected.

H. Vacation pay is to be paid to the employee prior to the day the vacation begins.

I. Part time employees shall be entitled to a vacation on or after each anniversary date of their employment pro-rated on the basis of the average straight time hours worked during the preceding year, according to the vacation formula set forth above and subject to the same conditions as pertain to full time employees.

J. When a holiday, designated in Section 8, occurs during a part time employee's vacation, and the part time employee would ordinarily have been scheduled for work on that day, he or she shall be paid as provided in Section 8.

K. Employee may start his or her vacation on any day which is mutually agreed upon by the Employer and the Employee.

L. A part time employee going to full time shall not suffer a reduction in the number of hours of vacation he would have received as a part time employee for the first vacation of such change.

SECTION 8. HOLIDAYS AND SUNDAYS

A. The Employer agrees that the following days shall be holidays. When a holiday falls on a Sunday, the following Monday shall be observed.

New Year's Day
Easter Monday
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

1. Work may be performed on any of the hereinabove mentioned holidays, however, work as such shall be compensated at the rate of double the employee's regular straight time rate of pay, which shall be over and above the full time pay as provided.

B. It is further agreed that the work week during which a holiday occurs, in accordance with this Agreement, shall be considered a four (4) day week consisting of thirty-two (32) straight time hours, for which the employee shall be paid forty (40) hours' pay if they qualify under Section 8-C. All time worked over thirty-two (32) hours during said holiday week shall be compensated for at the overtime rate of time and one-half (1½) except that an employee may work forty (40) hours at straight time in addition to his or her holiday pay, provided it is mutually agreed upon between Employer and employee.

1. a. All part time employees, upon completion of sixty (60) days but less than one (1) year of continuous service with the Employer, shall be entitled to holiday pay as set forth in this paragraph when said holiday falls on their scheduled work day, based on the number of hours regularly worked by such employee on that day.

b. All part time employees with one (1) or more years of continuous service shall be entitled to holiday pay based on the number of hours regularly worked by the Employee on that day if the holiday falls on a regu-

larly scheduled work day or holiday pay of four (4) hours at straight time if the holiday falls on a non-scheduled day.

c. In either case the employee shall:

(1) Work his or her scheduled work day before and after such holiday, Sunday excepted; and

(2) Work at least one (1) day during the said holiday week.

d. Work schedules shall not be changed for the purpose of avoiding holiday pay.

C. No employee shall receive pay for any holidays not worked unless such employee has reported for work on his or her regular work day next preceding and next following said holiday. Employees shall be deemed to have reported for work if absence on the day before or the day after said holiday is due to express permission from or action of the Employer, or death in the immediate family, and also in case of certified illness, but in any event, employees off one (1) full week before a holiday and one (1) full week after a holiday would not be entitled to holiday pay, unless otherwise provided for in this Agreement.

D. Upon completion of three (3) months continuous service with the Employer, regular full time employees shall be entitled to one (1) personal holiday within each calendar year which may be taken on any scheduled work day. Upon giving at least ten (10) days notice of the date selected. The Employer shall have the right to determine the number of employees who may be permitted to take the holiday on any day.

Part Time employees with six (6) or more months of continuous service with the Employer, shall be entitled to a personal holiday of four (4) hours within each calendar year which may be taken on any scheduled work day. Upon giving at least ten (10) days notice of the date selected. The Employer shall have the right to determine the number of employees who may be permitted to take the holiday on any day.

E. If any work is performed on Sunday, it shall be paid for at double time over and above the full time pay already provided.

F. Hours and/or days which qualify for Sunday or Holiday premium pay shall not be included in computing weekly overtime. There shall be no pyramiding of overtime and/or premium pay. Hours worked on Sundays or holidays shall be in addition to the normally scheduled work week.

G. Sunday work shall be assigned on the basis of seniority within the store. In the event the Employer cannot schedule the necessary number of employees on voluntary basis then the employees in reverse order of seniority shall be obligated to work.

SECTION 9. UNION ACTIVITIES

A. There shall be no discrimination against any employee because of Union membership. The Employer further agrees there shall be no discrimination against any Steward of the Union as a result of their activities and performance of their responsibilities. The Union agrees that neither it nor its members will engage in Union activities on the Employer's time or in the Employer's stores, provided, however, that representatives of the Union shall have free access to the Employer's stores during business hours.

1. It is understood that the Stewards of the Union shall, at all times, be full time employees and shall be the last to be laid off in any case. Union shall furnish to the Employer a complete list of Stewards which shall be submitted from time to time as may be necessary.

2. Shop Stewards may be transferred only after two (2) weeks' written notice to the Steward and the Union. During the two (2) week period, the Employer agrees to meet with the Union to discuss the transfer, if deemed necessary, by either party.

3. It is understood that Union will use its best efforts to secure as Stewards a high calibre of employee who shall be required to conform to the standards and qualifications set by the Union.

SECTION 10. ARBITRATION AND ADJUSTMENT

A. Should a controversy, dispute or disagreement arise during the period of this Agreement concerning the interpretation of the provisions of this Agreement, except that liability for wage claims shall not be subject to arbitration unless involving a disputed interpretation of the provisions of the Agreement, there shall be no cessation or stoppage of work or lockout because of such controversy, dispute, or disagreement, but the difference shall be adjusted in the following manner.

B. Upon receipt of notice from either party, the representative of the Employer and the representative of the Union shall, within three (3) days commence discussion in an attempt to reach a settlement of the controversy.

C. If the matter is not amicably settled under B above, then either party may, on giving five (5) days' notice to the other party submit the matter to a Board of Arbitration.

E. All complaints must be filed, in writing, within ninety (90) days after occurrence of the matter in dispute or disagreement, provided that any complaints in reference to dismissal must be filed, in writing, to the Employer within ten (10) days from the date of dismissal. Complaints not filed within the limits herein specified shall have no right of appeal by any party involved.

F. During the consideration of such differences or misunderstanding, neither party shall use any coercive or retaliatory measures to compel the other party to accede to its demands.

SECTION 11. LEAVES OF ABSENCE

Subject to the following conditions, employees shall be granted leave of absence which shall not interrupt their service records, providing such request is made by the employee, in writing, to the Personnel Department seven (7) days prior to commencing such leave:

A. The Employer agrees that any member of the Union, employed by Employer during the period of this contract who is elected to permanent office in Union or is assigned by Union to any Union activity necessitating temporary leave of absence, shall be granted such leave of absence and shall, at the end of his term in the first instance or at the end of his mission in the second instance, be guaranteed re-employment at his former wage rate plus any increase or less any reduction that may have become effective during his absence, provided that he applies for re-employment forthwith upon leaving the Union.

B. Leave of absence shall be granted up to one (1) year without pay when an employee with six (6) or more months of continuous service is unable to work because of sickness or accident, and this leave shall become effective after the final sick benefit payment is made. The disability must be attested to by a registered physician. However, in the event such employee is unable to return to work at the expiration of his leave period, he shall be entitled to an additional leave of six (6) months if he submits satisfactory medical evidence that he will be able to return to his regular duties within the said additional period.

C. Full time employees with twelve (12) months or more of continuous service and part time employees with eighteen (18) months or more continuous service shall be entitled to maternity leave of absence without pay up to nine (9) months, provided the employee, 1) before commencing such leave furnishes a doctor's certificate and states that she intends to return to work, and 2) before returning to work furnishes the Employer with a doctor's certificate stating she is physically able to return to work and gives fifteen (15) days notice prior to such return.

D. The Employer will comply with the applicable laws of the United States concerning the re-employment of persons leaving the military service of the United States. Because the schedule of progressive wage rates provided for by Exhibit "A" hereof depends upon actual experience on the job, a person re-employed pursuant to this Section shall, for purposes of Exhibit "A," be credited only with months of actual payroll service. A person so re-employed shall be paid at the current rate for the appropriate job classification based upon his actual job experience. At the time an employee leaves for military service, he shall receive whatever vacation pay is due him.

E. An employee may be given a leave of absence not to exceed one (1) year for any reason acceptable to the Employer. This decision shall not be arbitrable.

SECTION 2. WORKING CONDITIONS

A. No member of the Union shall suffer a reduction in wage rates or an increase in hours or reduced vacation time or split shift solely by the signing of this Agreement.

B. The Employer will furnish and launder such store linen as it desires worn by its employees, except that when the employer supplies Dacron or similar type uniforms for female employees, they may be laundered by the employee. Since this item of expense is intended to make the Employer's service more attractive to customers, members agree to cooperate by presenting a neat, clean, business-like appearance while on duty in the stores.

C. If a physical examination or health permit is required, only the expense of the examination or health permit shall be borne by the Employer.

D. When a higher classified employee is absent from his position for more than one (1) day and another employee performs the job of the higher classified employee, he shall receive the appropriate rate of pay of the higher classification.

E. A full time clerk who receives a pay rate which is higher than the pay rate provided in Exhibit "A" for his classification, who is promoted to a department head and subsequently demoted to his former classification shall receive the same pay rate differential which he previously received.

F. The Employer agrees, in the event of a temporary transfer at the Employer's request, to reimburse the employee for increased transportation costs on the basis of eight (8¢) cents per mile, except, however, when an employee chooses public transportation, excluding taxicabs, he shall be reimbursed only for the actual cost of such increased transportation.

G. Notices concerning Union business which have been approved by the Personnel Department will be posted in designated locations in the stores.

H. First Aid Kits for each store and all tools of the trade will be furnished by the Employer.

I. The Employer shall have a time clock in each store for the purpose of keeping record of all hours worked by the employees.

SECTION 13. JURY DUTY

A. Employees actually serving on juries shall receive the difference between their straight time weekly basic pay and the amount received while on jury duty. They will be expected to work their regularly posted schedule on days when the jury is not in session.

B. An employee serving on the jury shall not be required to work hours other than those during which the employee is normally scheduled and in no case shall they be required to report for less than four (4) hours.

SECTION 14. FUNERAL LEAVE

Employees with six (6) months' service shall, in the case of a death in the immediate family, namely, of a parent, spouse, child, brother, sister or parent-in-law, grandparents of employee, requiring the employee's absence from his regularly scheduled assignments, be granted a leave of absence up to three (3) days beginning with the day of death. Neither Sunday nor the scheduled day off of the full time employee shall be counted. When an employee's normal time off falls within the three (3) day period, he shall be reimbursed for that portion of the time normally scheduled for work, but under no circumstances shall the application of this clause result in a change in the employee's basic weekly salary.

SECTION 15. CHECK OFF

The Employer shall check off the initiation fees and monthly dues from all employees who authorize, in writing, such deductions and shall remit amounts so deducted within thirty (30) days after their collections to the financial secretary or designated officer of the Union.

SECTION 16. HEALTH AND WELFARE

A. Effective October 1, 1969, to and including June 30, 1970, Employer shall contribute the sum of twenty-five (25¢) cents per hour for each hour worked by each full time employee up to a maximum of forty (40) straight time hours per week to the Baltimore, Maryland Food Employers Labor Relations Association and Retail Store Employees Union Local #692 Health and Welfare Fund.

B. Effective July 1, 1970, Employer shall contribute to the Fund the sum of twenty-seven (27¢) per hour under the same terms and conditions as set forth in Paragraph A above.

D. Effective October 1, 1969, to and including June 30, 1970, the Employer shall contribute to the Fund the sum of twelve (12¢) cents per hour for each hour worked by part time employees, up to a maximum of forty (40) straight time hours per week, commencing with the first full payroll week following the first (1st) of the month after completion of six (6) months of continuous part time employment with the Employer.

E. Effective July 1, 1970, the Employer shall contribute to the Fund the sum of fifteen (15¢) cents per hour under the same terms and conditions as set forth in Paragraph D. above.

SECTION 17. PENSION—RETIREMENT

(Except Colonial Markets)

Employer shall contribute no less than the sum of twelve and one-half (12½¢) cents per hour up to a maximum of forty (40) straight time hours per week for each hour worked by each full time employee to the Baltimore FELRA and Retail Clerks Pension Fund. The hourly contribution by the Employer for new employees will commence with the first full payroll week following the completion of thirty (30) days of continuous full time employment with the Employer, retroactive to the date of employment.

Effective July 1, 1970 the contribution will be increased to 15¢ an hour.

D. It is agreed that the Pension Plan shall provide that it be mandatory that each employee covered by this Agreement shall not retire later than the first (1st) day of the month following his or her sixty-fifth (65th) birthday.

SECTION 19. NO STRIKE—NO LOCKOUT

It is mutually agreed by the parties of this Agreement that there shall be no strikes or stoppage of work by the employees or by the Union, nor shall there be any lockout by the Employer during the life of this Agreement, and that any difference of opinion or misunderstanding concerning the interpretation of the provisions of this Agreement which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves, and if the parties cannot amicably adjust the differences, then the matter shall be referred to a Board of Arbitration as provided in Section 10. Nothing contained herein, however, shall compel any employee to walk through a picket line, provided picket line has the sanction of his own International Union.

SECTION 20. DURATION OF AGREEMENT

July 20, 1969 to July 17, 1971

(Except Greenbelt Consumers: Sept. 21, 1969 to Sept. 19, 1971, however the wage increases shall be July 20, 1969

and July 17, 1971)

EXHIBIT "A"

WAGES

	Effective 7/20/69 thru 7/18/70 Weekly Rate	Effective 7/19/70 thru 7/17/71 Weekly Rate
Department Heads (Where applicable):		
Assistant Managers	\$162.00	\$176.00
Produce	157.00	171.00
Grocery	157.00	171.00
Head Cashiers and Dairy Heads:		
1st 6 mos.	115.00	129.00
2nd 6 mos.	118.00	132.00
3rd 6 mos.	125.00	139.00
4th 6 mos.	135.00	149.00
Thereafter	144.00	158.00
Across-the-Board Increases	14.00 per wk.	14.00 per wk.

Full Time Clerks:

	Weekly Rate	Weekly Rate
1st 6 mos.	103.00	115.00
2nd 6 mos.	106.00	118.00
3rd 6 mos.	113.00	125.00
4th 6 mos.	123.00	135.00
Thereafter	132.00	144.00
Across-the-Board Increases	12.00 per wk.	12.00 per wk.
	Hourly Rate	Hourly Rate

Part Time:

	Hourly Rate	Hourly Rate
1st 6 mos.	2.45	2.75
2nd 6 mos.	2.55	2.85
3rd 6 mos.	2.75	3.05
4th 6 mos.	3.025	3.3250
Thereafter	3.275	3.5750
Across-the-Board Increases	.30 per hr.	.30 per hr.

(The Following Classifications Where Applicable)

Full Time Porters:

	Weekly Rate	Weekly Rate
1st 6 mos.	92.00	102.00
2nd 6 mos.	95.00	105.00
Thereafter	103.00	113.00
Across-the-Board Increases	10.00 per wk.	10.00 per wk.
	Hourly Rate	Hourly Rate

Part Time:

	Hourly Rate	Hourly Rate
1st 6 mos.	2.15	2.40
2nd 6 mos.	2.20	2.45
Thereafter	2.25	2.50
Across-the-Board Increases	.25 per hr.	.25 per hr.

Bakery

	Weekly Rate	Weekly Rate
Bakery Managers:		
1st 6 mos.	98.50	108.50
2nd 6 mos.	102.00	112.00
Thereafter	107.00	117.00
Across-the-Board Increases	10.00 per wk.	10.00 per wk.

Full Time:

	Weekly Rate	Weekly Rate
1st 6 mos.	91.50	101.50
2nd 6 mos.	95.00	105.00
Thereafter	100.00	110.00
Across-the-Board Increases	10.00 per wk.	10.00 per wk.

Part Time:

	Hourly Rate	Hourly Rate
1st 6 mos.	2.15	2.40
2nd 6 mos.	2.25	2.50
Thereafter	2.35	2.60
Across-the-Board Increases	.25 per hr.	.25 per hr.

Non Food

Full Time (Hired Before 7/20/69):

	Weekly Rate	Weekly Rate
Start	80.00	90.00
After 6 mos.	82.00	92.00
After 12 mos.	84.00	94.00
After 18 mos.	86.00	96.00
Across-the-Board Increases	10.00 per wk.	10.00 per wk.

Part Time (Hired Before 7/20/69):

	Hourly Rate	Hourly Rate
Start	1.95	2.20
After 6 mos.	2.00	2.25
After 12 mos.	2.075	2.325
After 18 mos.	2.15	2.40
Across-the-Board Increases	.25 per hr.	.25 per hr.

Stockmen	95.00 per wk.	105.00 per wk.
Cosmeticians	105.00 per wk.	115.00 per wk.
Across-the-Board Increases	10.00 per wk.	10.00 per wk.

Full Time (Hired After 7/20/69):

	Weekly Rate	Weekly Rate
Start	74.00	78.00
After 6 mos.	78.00	84.00
After 12 mos.	82.00	90.00
After 18 mos.	86.00	96.00
Across-the-Board Increases	10.00 per wk.	10.00 per wk.

Part Time (Hired After 7/20/69):

	Hourly Rate	Hourly Rate
Start	1.80	1.90
After 6 mos.	1.90	2.05
After 12 mos.	2.025	2.225
After 18 mos.	2.15	2.40
Across-the-Board Increases	.25 per hr.	.25 per hr.

Duties of the Porter shall be limited to the general cleaning up of the store and carrying out of customers' packages, but in no other instance shall porters be required to handle, display, or sell any merchandise sold in the store.
A & P

It is mutually agreed that the herein classified department heads will be continued in those stores classified as Supermarkets by the Employer. In stores not classified as Supermarkets by the Employer, it shall be the Employer's prerogative to designate department heads; however, where department heads are discontinued, there shall be appointed one head clerk who shall receive the rate of pay of the Head Cashier classification.

The relief Manager shall receive the salary of the regular store Manager with a maximum of one hundred and ninety dollars (\$190.00) for a six (6) day week, when relieving for one (1) full week or more.
Acme, Grand Union, Safeway

The Company agrees to establish the above three classifications in those markets where in sole opinion of Company the needs of the market require such employees. A department head is any employee held responsible by the Company for the proper operation of a specified department.

GIANT—EXHIBIT D
GENERAL MERCHANDISE

- A. DEPARTMENT HEAD EXEMPTIONS—The same number is to be maintained as existed at the end of the previous contract.
- B. HEALTH AND WELFARE BENEFITS—Same as Food Personnel.
- C. PENSION—No pension for general merchandise employees hired after January 26, 1964.
- D. CLERKS IN SATELLITE STORES—FILLING STATION AND GARDEN MART, For Example—Clerks may be scheduled any 5 out of 7 days at straight time rate, without premium pay, except beyond forty hours.
- E. PREVIOUS EXPERIENCE CLAUSE: All previous non-food experience in the same type of work of any newly hired employee within the preceding three (3) years, proven by verification or ability, shall be recognized for the sole purpose of establishing the pay scale to which the employee is entitled, only that portion of experience which actually falls within the three (3) year period shall be recognized.
Rest of language same as food personnel—Section 3, Paragraph F.

EXHIBIT "C"
SENIORITY AREAS
THE GREAT ATLANTIC & PACIFIC TEA CO., INC.
BALTIMORE UNIT

AREA #1	Baltimore City Baltimore County Glen Burnie, Md. Annapolis, Md.
AREA #2	Aberdeen, Md. Belair, Md. Chestertown, Md. Elkton, Md. Havre de Grace, Md. Dover, Del.
AREA #3	Cambridge, Md. Easton, Md. Salisbury, Md. Seaford, Del. Crisfield, Md.
AREA #4	Pocomoke, Md. Princess Anne, Md. Exmore, Va. Berlin, Md. Denton, Md. Westminster, Md.

ACME MARKETS, INC.

Seniority areas as referred to in Section 4:

Seniority Area #1 Store Number:	Seniority Area #2 Store Number:
6708	6726
6720	6737
6748	6743
6807	6768
6809	6811
6862	6826
6400	6827
6401	6830
6446	6835
	6866
	6867
	6840

Seniority Area #3 Store Number:	Seniority Area #4 Store Number:	Seniority Area #5 Store Number:
6708	6212	6111
6709	6214	6152
6722	6219	6201
6729	6220	6205
6736	6710	6206
6738	6712	6207
6747	6727	6210
6761	6731	6211
6802	6760	6216
6803	6800	6217
6820	6824	6227
6831	6825	6230
6832	6829	6251
6843	6834	6260
6846	6849	6704
6848	6855	6756
6852		6758
6854		6810
6863		6822
6864		6823
6865		6828
6869		6847
		6858
		6868

NORFOLK DIVISION
COLONIAL STORES, INCORPORATED

Seniority areas are as follows:

Area #1	Maryland
Area #2	Virginia

FOOD FAIR STORES AND PENN FRUIT
Seniority Areas shall be consistent with past practice:
1. Baltimore City and Vicinity

GIANT FOOD, INC.

Seniority areas are as follows:

Area #1	36, 52, 76, 90, 99
Area #2	44, 53, 73, 74, 77, 97, 110
Area #3	75, 103, 108
Area #4	51

SENIORITY AREAS
THE GRAND UNION COMPANY
Hagerstown, Maryland
Martinsburg, West Virginia
GREENBELT CONSUMER

EXHIBIT B

AREAS:	1. Westminster	2. Dundalk	3. Glen Burnie
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SAFeway STORES, INCORPORATED

Seniority areas governed by individual District Managers' territories which includes the following stores:

DISTRICT #17	Annapolis, Md. (3 stores) Easton, Md. Severna Park, Md. Dover, Delaware Frederalsburg, Md. Salisbury, Md. (2 stores) Georgetown, Delaware Laurel, Delaware Milford, Delaware Seaford, Delaware
DISTRICT #18	Frederick, Md. (2 stores) Hagerstown, Md. Baltimore, Md. Bel Air, Md. Ellicott City, Md. Westminster, Md.

RETAIL STORE EMPLOYEE'S UNION LOCAL 692
305 W. MONUMENT STREET
BALTIMORE, MD. 21201

Non Profit Org.
U. S. Postage
PAID
Permit No. 2967
Baltimore, Md.

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212

6774

February 20, 1970

Retail Clerks International Association
c/o Mr. Alvin Akman, President
305 West Monument Street
Baltimore, Maryland 21201

SECOND REQUEST

FEB 25 1970 - *2001*

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the Food Fair Stores, Incorporated, located in Baltimore, Maryland and the Retail Clerks International Association local #692. The agreement we have on file expired in July 1969.

Would you please send us a copy of your current agreement—with any supplements (e. g. , employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated. We would also appreciate your sending us copies of your Health Insurance and Pension agreements. In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).*Geoffrey H. Moore*
GEOFFREY H. MOORE
Commissioner

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 2500
2. Number and location of establishments covered by agreement Contact home office - 2525 Greenmount Ave - Balto. Md. 21218
3. Product, service, or type of business Retail Sales
4. If previous agreement has been extended without change, indicate new expiration date _____

Alvin Akman

(Your name)*President*

(Position)

(Business Address)

(City and State)